

CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
Sarpy County Juvenile Justice Center

This contract is entered into by and between the Nebraska Department of Health and Human Services, Office of Juvenile Services (hereinafter the "Department"), and Sarpy County Board on behalf of Sarpy County Sheriff's Department and Juvenile Justice Center located at 9701 Portal Road, Papillion, Nebraska 68046 (hereinafter the "Contractor").

PURPOSE. The Department is desirous of contracting for the provision of JUVENILE STAFF SECURE DETENTION SERVICES FOR DELINQUENT juveniles committed to, or placed with the Office of Juvenile Services.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from January 1, 2009 until December 31, 2009.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately. Payment for services to the date of termination will be based on the consideration specified in Section II.

II. CONSIDERATION

- A. The Department agrees to pay the Contractor the total amount not to exceed \$220.00 per youth per day for the services specified herein.
- B. Payment Structure
1. The Department agrees to pay the Contractor \$220.00 per youth per day when meeting the staff secure population criteria listed under "Scope of Services". The Department agrees to pay the Contractor within 45 days from when the billing is received by the Department. The Department agrees to pay for the first day of

detention, but not the last day. The Department agrees to pay the Contractor at the hourly rate for a Juvenile Staff-secure Detention Officer position at the time the service is provided (currently \$19.07 per hour) for one additional staff person per day for a maximum of twelve hours per day. The Contractor shall document the justification for using additional staff, and provide a schedule of hours worked by the additional staff. The Contractor shall not provide transportation under this Contract, except in order to obtain emergency medical care for a juvenile or pursuant a court order.

2. The parties agree that when services under the CARE programs in Attachment B, incorporated by this reference, are ordered by a court of competent jurisdiction or requested and authorized by Department staff. The following rates shall apply:
 - a. The Department agrees to pay the Contractor \$33.00 per diem, per juvenile, per day for electronic monitoring services; or
 - b. The Department agrees to pay the Contractor a \$7.00 per diem, per juvenile, per day for day and evening services; or
 - c. The Department agrees to pay the Contractor a \$40.00 per diem, per juvenile, per day for electronic monitoring and day and evening services under the CARE program.
3. The Department will reimburse the Contractor for cost associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
4. The Department further agrees to make payment in conformance with the Nebraska Prompt Payment Act, on or before the sixtieth (60) day after the provision of care and the submission of the proper billing form. The Department reserves the right to withhold payment for medical reimbursement, until medical billing information is provided to the Department for a specific juvenile. The Contractor is responsible for any and all costs associated with the production and delivery of reports.
5. Bills should be submitted on a monthly basis for all juveniles served during that month. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department. The Department may request that payment be made electronically instead of by state warrant.

III. SCOPE OF SERVICES

- A. The Contractor agrees to provide Juvenile Staff-Secure Detention for juveniles who are committed to the care and custody of the Department under any of the following circumstances:
 1. The court order states the Department has full care and custody of a detained juvenile for placement in the staff secured detention setting.

2. The court order places a juvenile in a staff-secure detention setting pending a Department evaluation. For purposes of this contract, the parties agree that an evaluation begins when the evaluation provider makes a person to person contact with the juvenile, family/relatives or other person (including but not limited to, court officials, probation officer, juvenile services officers, therapist, and/or school official) or is directed by the court for purposes of obtaining information necessary for the assessment of the juvenile as per Section 43-413. The evaluation ends when the final evaluation report is delivered to the juvenile court. The Department agrees to provide the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the juvenile court. The parties further agree that the Department is responsible for the pre-evaluation staff-secure detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
3. The Department issues a written Detainer placing a juvenile in staff-secure detention for purposes of conducting an administrative review hearing.
4. The Department issues a written Detainer placing a juvenile in staff-secure detention for purposes of returning the juvenile to the court for further disposition.
5. The Department authorizes in writing the staff-secure detention of a juvenile that is detained by a law enforcement agency as the result of a new law violation.
6. The Court orders a juvenile committed to one of the YRTC's. The Department shall only be responsible until the date of the order committing the juvenile, and not for any dates thereafter.

B. Services to be Provided by the Contractor

The Contractor agrees that for valuable consideration provided by the Department, the Contractor will provide staff-secure detention services as described below and in accordance with standards outlined in Attachment A, which is attached hereto and by this reference are incorporated as if set forth verbatim. Services shall include the following:

1. Non-Court Ordered Detention:

(a) The Contractor will assume the safekeeping, care, sustenance of juveniles referred to them by the Department, however, the Contractor reserves the right to refuse any request for admission and at any time require the Department to remove and assume custody of any juveniles referred by the Department. The Contractor agrees to verify the authority for staff-secure detention by obtaining a copy of a "Detainer for the Apprehension and Temporary Detention of Juveniles" from the Department Case Manager. If a youth is identified by the

Juvenile Services Officer as having a specific mental health or medical need, then that information will be provided, if available.

(b) A copy of the Detainer, intake/discharge information and other applicable authorizations must accompany the billing document.

2. Court Ordered Detention:

(a) The Contractor will assume the safekeeping, care, sustenance of juveniles referred to them by the Department pursuant to a court order. The Contractor agrees to verify the authority for staff-secure detention by obtaining a copy of the court order from the presiding court.

(b) A copy of the Court Order, intake/discharge information and other applicable authorizations must accompany the billing document. If a youth is identified by the Juvenile Services Officer as having a specific mental health or medical need, then that information will be provided, if available.

3. The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
4. The Contractor agrees to complete an inventory of all personal belongings on all juveniles that enter the program. This inventory will document all personal belongings of the juvenile at the time of admittance. The inventory shall be dated and signed by the Contractor and juvenile, and by their parents, if available, and the Department Case Manager if available. The Contractor is responsible for updating the inventory. At the time of discharge, the Contractor will provide a copy of the written inventory to the next placement, parent, the Department Case Manager, or guardian. The Contractor will ensure that all personal belongings of the juvenile are returned to the juvenile or the Department Case Manager upon the discharge, or as soon thereafter as practicable. The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by juveniles under the Contractor's care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment, based on the estimated value of the property, against the Contractor.
5. The Contractor will ensure that the safety and special needs of juveniles in their care are met by complying with the standards set forth in Attachment A, hereto and incorporated by this reference. The Contractor may determine appropriate placement of the juvenile within the Juvenile Justice Center based upon assessment and classification.
6. Should the Department decide to implement a performance accountability process, the Contractor agrees to work with the Department to develop a

system of performance accountability that measures quality, efficiency and effectiveness of the service.

7. Individual Records. When the Contractor is holding, safeguarding, or handling the personal funds of youth being cared for in the Contractor's facility, individual records as to such funds must be kept. The records must be kept in accordance with the American Institute of Certified Public Accountants' Generally Accepted Accounting Standards and include at a minimum:

1. Juvenile's name;
2. Identification of juvenile's guardian;
3. Admission date;
4. Date and amount of each deposit or withdrawal;
5. Name of person accepting withdrawn funds; and
6. Balance after each transaction.

All money remaining in a juvenile's account upon leaving the facility shall be returned to the Department's Case Manager.

The Contractor shall be liable in the event of loss or theft, for all resident youth's funds retained by the Contractor for holding, safeguarding, or handling.

8. Co-mingling Prohibited. The Contractor shall keep any resident juvenile's funds received for holding, safeguarding, or handling separate from any funds of the Contractor, or from those funds of any person other than another juvenile in residence at the Contractor's facility.

- C. Request for Services Not Guaranteed. The Contractor understands and agrees that this Contract does not guarantee that the Department will request such services. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from the Department will be expected.

- D. Responsibilities and Authorizations The Contractor recognizes and reaffirms the Department's ongoing responsibility for the juvenile and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the juvenile's case plan is implemented by the Department, except in cases in which the Contractor has given written notice of desire to return a juvenile in accordance with this Contract. Furthermore, all contacts with the juvenile's family are to be made in accordance with plans approved by the Department and the Contractor agrees not to accept payment from the family of the juvenile unless an established part of the case plan includes a fee for services. The juvenile is not to be transferred to any other facility or other placement without the authorization of the Department except as provided in Article VIII or pursuant to the order of the Court.

E. Required Reports

1. The Contractor will immediately report (verbally) to the Department Case Manager or the Case Manager's Supervisor all changes which will affect the juvenile's status (e.g., running away, aggressive behavior, suicidal ideations, minor illness that does not respond to treatment, major illness, and accident).

2. The Contractor agrees to prepare a discharge summary for each youth, when requested and to send it to the Department Case Manager within seven working days of the completion of services. The discharge summary should document the juvenile's stay in the staff-secure detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the juvenile's stay in the staff-secure detention facility.
 3. The Contractor agrees to prepare a discharge summary for each juvenile in the CARE Program when requested and to send it to the Department Case Manager within seven (7) days of the completion of said services. This documentation should include the juvenile's conduct while completing the program requirements.
- F. Authorization for Medical Care The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for state wards placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact the Department or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the juvenile's the Department Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.
- G. HIV Testing Prohibited the Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from the Department. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirements for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Department will jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, the Department will request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the Department will be notified of the results of such confidential testing. The Contractor will document all medical contact, emergency and non-emergency, in one location in the state ward's case record.
- H. Background Checks.
- 1) The Contractor shall conduct background checks on its employees, interns or volunteers who may have contact with the youth or his/her family during the course of providing services as outlined in the performance of this Contract.

- 2) The Contractor agrees that neither it, nor its employees, interns, or volunteers shall have contact with the youth or his/her family prior to completion of a background check.
- 3) These Background checks will, at a minimum, include:
 - a) The Sex Offender Registry maintained by the Nebraska State Patrol.
 - b) The Nebraska Child Abuse and Neglect Central Register.
 - c) The Nebraska Adult Abuse and Neglect Central Register.
 - d) Nebraska Department of Motor Vehicles.
 - e) A national criminal background check for felonies and misdemeanors.

IV. DEPARTMENT RESPONSIBILITIES

A. The Department shall be responsible for the following:

1. After the administrative process set forth in subsection (2)(A), of Section II, if the daily population exceeds 24 or the Contractor determines that the Juvenile Justice Center cannot accept further juveniles based upon staffing or bed space, the Department agrees to remove the juveniles within 12 hours of placement; if said juvenile can be removed without violating a valid court order.
2. The Department agrees to share information prior to placement and during placement about each juvenile including relevant health and background facts and on-going case information, to plan with the Contractor regarding the services to be developed and provided to the child, and to insure safety for the juveniles and others. In addition, the Department Case Manager will provide the staff-secure facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles". Medications and doctors' orders will accompany the juvenile at time of placement, if possible. The Department will give notice of plans to remove a juvenile from the Juvenile Justice Center.
3. Juveniles ordered to the Department for placement in the community shall be removed from staff-secure detention immediately upon becoming aware of the court order, unless the court has ordered the juvenile remain in staff-secure detention pending placement.
4. Juveniles placed in staff-secure detention by the Department to review violations and return to the community will not exceed 3 days in detention without authorization from the Service Area Administrator or designee.
5. Juveniles placed in staff-secure detention by the Department to review violations and return to a YRTC will not exceed 3 business days in detention without receiving authorization from the Service Area Administrator or designee. The Department is responsible for transport of the juvenile to YRTC.
6. Juveniles returning to the juvenile court for further disposition to establish a new

level of care will not exceed 15 business days in detention without receiving authorization from the Service Area Administrator or designee.

7. The length of staff-secure detention for youth confined for new law violation(s) will be reviewed by the Department every 7 days.
8. If a juvenile is placed in the Juvenile Justice Center without adequate clothing, the Department Case Manager will assess the situation and authorize the purchase of clothing, at the Department expense as needed to provide for the youth for a short period of time.
9. The Department will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and the Nebraska Juvenile Detention Standards in the placement of juveniles with the Contractor.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.

B. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

D. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall provide notice to the Contractor at least fifteen (15) days in advance of contract termination or a reduction in consideration. Said notice shall be delivered by certified mail, return receipt requested. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should either party breach this contract, the aggrieved party shall immediately notify the breaching party of the breach. If the breaching party does not correct the breach within ten (10) days, the aggrieved party shall notify the breaching party that the agreement is hereby terminated. The Department shall pay the Contractor for all services provided prior to termination.
2. The waiver by the non-breaching party, of a breach of any provision of this contract by the breaching party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by

the Division Director of the Department or Chairman of the Sarpy County Board of Commissioners.

- F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- H. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- I. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- J. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- K. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

L. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

M. HOLD HARMLESS.

1. The Contractor shall assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with this Contract and proximately caused by the negligent or intentional acts or omissions of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.
3. The Department shall assume all risk of loss and hold the Contractor, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with this Contract and proximately caused by the negligent or intentional acts or omissions of the Department, its officers, employees, assignees, or agents.
4. Contractor, if liable, is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law.

N. INDEPENDENT CONTRACTOR. The Contractor and the Department are Independent Contracting parties and neither party nor any of its employees shall for any purpose be deemed employees of the other party. Each party shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

O. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

P. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the department to withhold Nebraska income tax if payments for personal services are made in excess of \$600 to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This

provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or

http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- Q. **NEBRASKA TECHNOLOGY ACCESS STANDARDS.** The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- R. **NON-DISCRIMINATION.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- S. **PROMPT PAYMENT.** Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- T. **PUBLIC COUNSEL.** In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

U. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

V. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

W. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR THE DEPARTMENT:

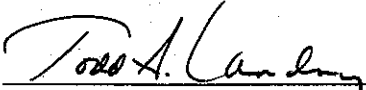
Nebraska DHHS-OJS
PO Box 95026
Lincoln, NE 68509-5026
Phone: (402) 471-8403

FOR THE CONTRACTOR:

Sarpy County Juvenile Justice Center
9701 Portal Road
Papillion, NE 68046
Phone: (402) 537-7000
and
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

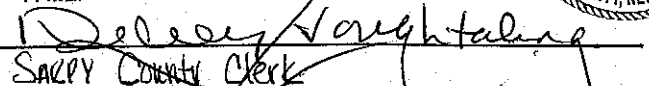
FOR THE DEPARTMENT:


Todd A. Landry, Director
Department of Health and Human Services
Division of Children and Family Services

FOR THE CONTRACTOR:


Chairperson of Sarpy County Board

Attest:


Sarpy County Clerk

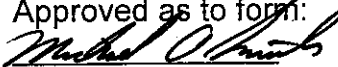


DATE: _____

DATE: February 24, 2009

Sarpy County Juvenile Justice Center, Sarpy County Board of Commissioners Federal Taxpayer Identification.

47-6006504
Contract Number

Approved as to form:

County Attorney

ATTACHMENT A

PROGRAM STANDARDS FOR STAFF- SECURE DETENTION FACILITY

SERVICE PROVISION

The Contractor will provide a safe, nurturing environment for juveniles, and will provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences.

FAMILY INVOLVEMENT SERVICES

The Contractor will involve the youth's family, as directed by the case manager, in the following ways:

- (a) by providing a setting for family visits;
- (b) by coordinating other family contacts;
- (c) by providing the family with orientation to the staff-secure detention program when possible; and/or
- (d) by integrating the family into the care of the juvenile, when coordinated by DHHS-OJS, through regular communication and informal consultation which may include activities such as family meetings.

EDUCATION SERVICES

The youth must participate in the staff-secure detention school program and the Contractor will work with the home school as appropriate to meet the educational needs of the juvenile.

RECREATION

The Contractor shall provide sufficient time, space, and equipment for indoor and outdoor recreation.

MEDICAL SERVICES

The Contractor shall provide routine and emergency medical services.

PERSONAL NEEDS

The Contractor will provide each juvenile with personal hygiene supplies and limited school supplies. DHHS-OJS Case Manager will assess, in conjunction with the Contractor, the juvenile's clothing needs.

REPORTING

Upon request, the discharge summary will be completed and submitted to DHHS-OJS within seven days.

SPECIAL NEEDS

When serving youth who have disabilities (hearing, visual, physical) or language barriers or both, Contractors will ensure the requirements of the Americans With Disabilities Act (ADA) are met and provide appropriate accommodations for juveniles with special needs.

Attachment B

SARPY COUNTY SHERIFF'S DEPARTMENT C.A.R.E. PROGRAM RULES AND REGULATIONS

Revised 06/01/07

The Sarpy County Sheriff's Department offers the C.A.R.E. Program (Children at Risk Education Program) for juveniles in the Sarpy County Separate Juvenile Court System. It is a program designed to provide intensive supervision for juveniles in the court system.

I GENERAL REGULATIONS OF THE C.A.R.E. PROGRAM

- A. I shall abide by those rules imposed by the C.A.R.E. Program and/or the Probation Office and/or the Juvenile Service Officer and/or the Juvenile Court which includes the following:
- B. I shall allow the Juvenile Service Officer to enter my residence and visually check me and my surroundings with compliance to the rules and regulations of the C.A.R.E. Program.
- C. I shall comply with all local, state and federal laws and will not have contact or associate with individuals engaged in criminal activity. This is to include other participants on the C.A.R.E. Program and those involved in the adult and juvenile court systems, unless approved by the C.A.R.E. Program or Juvenile Court personnel.
- D. I will not leave my residence at any time without being under the direct supervision of my parent or guardian unless it is for school, work or if granted permission by a Juvenile Service Officer for pre-approved

activities. Juveniles are allowed in their front and back yard if a parent is home and available to supervise. Garages and indoor porches are considered "outside" of a home.

E. I will not have contact with these individuals:

F. I understand I have been assigned a curfew of 10 p.m. and will not leave my residence after 10 p.m. unless there is an emergency situation. If I do need to leave the residence after 10 p.m. my parent/guardian will call the C.A.R.E. office and personally speak with the Supervisor on duty prior to my departing the residence.

G. Phone and Internet usage will be restricted after 10 p.m. in order to allow the juvenile a proper nights rest and not impede the use of phone lines should contact need to be made with the juvenile or parents.

H. I will call the answering machine to give a detailed explanation of where I am going, who I am going with, my name and the time every time I leave and enter my residence.

I. I will not have any friends inside or outside of my residence without parental supervision and permission.

J. I will not wear clothing such as; T-shirts, hats, pants, jackets, jewelry, etc. related to alcohol, tobacco, drugs, and/or gangs. This also includes no "sagging" of the pants or jeans past my waistline. When arriving at the Juvenile Justice Center for any reason, I will abide by this dress code and will not have on any attire that includes the following; midriffs, short shorts/skirts, tight clothing, shirts with no backs or with spaghetti straps or any other clothing that may be deemed provocative or inappropriate.

K. I will not display homemade or manufactured room decorations such as posters, etc., advertising alcohol, tobacco, drugs and /or gangs.

L. If I am under the age of seventeen, I will not listen to or have in my possession any musical groups' songs with parental advisories.

M. I understand if I am under the age of eighteen, I will not smoke in the presence of a Juvenile Service Officer or have them in my possession.

N. I will not alter my appearance while on the C.A.R.E. Program with unnatural dying hair, additional tattoos, body piercing, etc.

- O. I will not have in my possession any weapons of any kind such as guns, knives, and martial arts weaponry, etc.
- P. I understand that I may be subject to a reasonable search and seizure of my person, property, bedroom, or vehicle as requested by a Juvenile Service Officer. Any contraband/ illegal item or items not permitted by C.A.R.E. will be seized. I also understand in the absence of my parents, a brief search of my residence for visitors may take place.
- Q. I will keep the C.A.R.E. Program informed of any appointments such as AA, doctor, counseling, vacations, work, etc. In the event I leave the home for a family vacation, I will inform a Juvenile Service Officer of such plans prior to leaving and understand that the time I spend out of town will not count towards my time on the CARE Program. I also understand that if I do not accompany my parent or guardian on their overnight trip, I must be left in the supervision of a responsible adult approved by the C.A.R.E. Program.
- R. I will keep all appointments with my Juvenile Service Officer, Probation Officer and other agencies which I have been requested to contact by the court.
- S. I will immediately notify a Juvenile Service Officer in the event I have any type of contact with law enforcement.
- T. I understand I have been warned about the above conditions and if I am in violation, I will receive consequences.

II SCHOOL CONDITIONS

- A. I will attend and obey all school rules and regulations. In the event I am not attending a regular session of school prior to placement on the C.A.R.E. Program, I will register for GED classes or the equivalent and will also seek full-time employment or job training.
- B. I will meet and inform my school's resource officer that I am on the C.A.R.E. Program and provide documentation it occurred.
- C. I will have the school progress report section of my C.A.R.E. report sheet completely filled out and turned in each Friday or at the end of the school week. Consequences will be issued for not having a complete progress report turned in. Report sheets that do not include the juvenile's name or date will not be counted as being turned in.

- D. I will notify the C.A.R.E. Office in the event I am ill and unable to attend school by calling in to the answering machine. When I am ill, I will not leave my residence unless for medical purposes or court ordered activities.
- E. When I am at school, I will do my best to improve my grades, attendance, and attitude toward all school officials and other students. I will notify a Juvenile Service Officer in the event I receive any disciplinary consequences while at school or at school sponsored functions.
- F. I understand if I am expelled, I will receive consequences. I understand that I then must register for night school, another school, or start my GED.
- G. I understand if I receive Out of School Suspension, I will serve my school time at the Juvenile Justice Center Holdover unless other arrangements have been made by school officials or a Juvenile Service Officer.
- H. I will clear up any unexcused tardies or absences that I have received at school that I am contesting. This must be done by the end of the next school day upon notification of having an absence or tardy. Acceptable verifications will include written statements or phone calls from a parent/guardian or school official. This will not be C.A.R.E.'s responsibility.
- I. I understand if I do not clear up any unexcused absences and excessive tardies I may be required to serve Saturday School Detention at the Juvenile Justice Center or receive other and/or additional consequences.
- J. Saturday School Detention will be held at the JJC from 8 a.m. to 2 p.m. and attendance is mandatory if assigned.

III DRUG CONDITIONS

- a. I will not consume any alcoholic beverages and or illegal narcotics while on the C.A.R.E. program. If I am under the care of a physician, I will submit a list of the medications that are currently prescribed and notify C.A.R.E. of any changes in their use.
- b. I will only use those over the counter medications that will not produce a positive urinalysis test unless I receive permission from C.A.R.E. or written permission from my physician. I also further agree not to take any medications from anyone not approved by C.A.R.E. unless dispensed by a physician, parent/legal guardian or a school nurse.
- c. I will submit to any drug or alcohol test given to me randomly at the request of a Juvenile Service Officer and/ or Probation Officer and may be held financially responsible for the cost of any retests while

I am on the C.A.R.E. Program. I also understand if I am unable to provide a UA sample when asked, I may be transported to the Juvenile Justice Center, where I will remain until one is provided.

- d. I understand if any drug or alcohol test I provide indicates I have used any illegal drug(s), I will then receive consequences.

IV EMPLOYMENT CONDITIONS

- a. I will have my work schedule filled out on my C.A.R.E. report sheet as well as my manager's signature verifying what times I arrived and left for work. Printed time sheets will also be accepted. I will also submit the phone number, address and my supervisor's name to where I am employed, as well as notify my manager that I am on the C.A.R.E. Program.
- b. If in the event I am employed in a field where there are multiple job sites, I will call the answering machine upon my arrival at work to give a detailed account of my work site addresses for the day.
- c. I will keep the C.A.R.E. Program informed of any schedule changes or if I have to work late. This can be done by calling the answering machine.
- d. If I attend school, I understand I will not work past 10:00 p.m. on school nights. When I do work until 10:00 p.m., I understand I need to be home no later than 10:30 p.m.
- e. In the event I am failing my courses, I may be requested to reduce my work hours or cease employment.

V ELECTRONIC MONITORING

- A. I agree to submit to Electronic Monitoring supervision 24 hours per day 7 days a week and to wear a transmitter unless a Juvenile Service Officer has removed the monitor.
- B. I will allow the Juvenile Service Officer to enter my residence to install, maintain, and periodically check my equipment.
- C. In the event of damage to the electronic monitoring equipment, I will reimburse Sarpy County for all such damages.

- D. Receiving a sever signal from the unit will constitute a violation, which may result in consequences.
- E. I will not move nor disconnect the monitor once it is installed, unless at the request of a Juvenile Service Officer.

VI PARENTAL/GUARDIAN CONDITIONS:

VII LEVELS OF CONTACT

There are four levels of contact and each level is a minimum of two weeks. All juveniles will be advised of their move to the next level status when deemed appropriate.

A. LEVEL ONE

The juvenile will be contacted at least once a day with a personal visit or phone call. All social activities will be restricted and the juvenile is not allowed to leave the residence on their own without being under the direct supervision of a parent or guardian unless it is for school, work or a court ordered activity.

Basic requirements to progress to Level Two:

1. I must have a negative UA.
2. At school my grades are improving and I have not skipped any classes, or violated any other school policy.

3. If I do not attend regular school sessions, I have obtained full time employment or job training and have registered for GED classes or the equivalent.
4. I have been accounted for at all times. This is done by a Juvenile Service Officer comparing any leave and enter violations to the phone log.
5. I have displayed a positive attitude toward family, school officials, Juvenile Service Officer and court personnel.
6. I have started or completed any court ordered activities as directed by Probation.
7. I have completed my chores required to do at home.

B. LEVEL TWO

The juvenile will be contacted at least once a day with a personal visit or phone call. Activities will be restrictive as level one, but the juvenile is given one four hour outing each week which will not extend past his/her assigned curfew. The juvenile does not need to be accompanied by an adult for this outing, but the juvenile's detailed itinerary must be approved by a parent/guardian and a Juvenile Service Officer before permission is granted. The procedure to take an outing is as follows:

The juvenile must call the answering machine prior to 10:00 p.m. the night before the desired outing. The juvenile will state their name, and that they are putting in their notice for an outing. The next day the juvenile will call the Juvenile Justice Center and speak with a Juvenile Service Officer and give a detailed account of how the juvenile would like to spend their outing. Times, locations and person's accompanying the juvenile must be given. A parent must be available to verify this outing with the Juvenile Service Officer. Once an outing is approved, the juvenile will not change their outing plans without receiving prior permission from a C.A.R.E. Supervisor

Other conditions: The C.A.R.E. Program reserves the right to contact the juvenile during their outing. No outings will be allowed at the Old Market or at public parks and concerts. If a juvenile chooses to visit a friend at their home under the supervision of a parent/guardian, it is the juvenile's responsibility to contact their friend's parent/guardian and advised them of their status on the C.A.R.E. Program.

Basic requirements to progress to Level Three:

1. All the requirements of level one and two
2. I have completed all outings to the satisfaction of the Juvenile Service Officer by turning in receipts, being accounted for and for abiding by the set curfew.

3. I am passing all of my classes

C. LEVEL THREE

The juvenile will be contacted at least three times a week with personal visits or phone calls. Two outings will be allowed at this level with a maximum of six hours each. Outings may be taken on consecutive days with the exception of Friday Night and Saturday Night. The same procedures for outings remain the same from level two. At level three, the monitor is removed but the juvenile must still be accounted for and still must call into the machine.

Basic requirements to progress to the next level:

1. All the requirements of levels one, two and three

D. LEVEL FOUR

The juvenile will be contacted at least once a week with either a personal visit or a telephone call. The rules of the C.A.R.E. Program still apply; however, the parents/guardians are given the responsibility of granting permission for the juvenile to participate in activities, rather than the Juvenile Service Officer. The role of the Juvenile Service officer is to act as a support system. The juvenile is given more responsibility for their actions and activities and no longer calls the machine. The juvenile is being prepared to be removed from the Program and it is the parent's responsibility to contact a Juvenile Service Officer if a juvenile is not complying with any rules.

VIII SANCTIONS AND CONSEQUENCES

In the event the juvenile does not comply with the rules and regulations of the C.A.R.E. Program and Court Order, the following sanctions or consequences may be administered by a Juvenile Service Officer.

- A. Loss of privileges or grounding. (i.e.: restricted from outings)
- B. Placement in a more restrictive phase of the C.A.R.E. Program (i.e.: moving back a level(s)).
- C. Placed on lockdown status, which is defined as not leaving the residence unless for school, work or court ordered activities.
- D. Detention at the Juvenile Justice Center or the Douglas County Youth Center.
- E. Removal from the residence and placed in an out of home placement.

- F. Unfavorable removal from the C.A.R.E. Program with a report written to the Juvenile Court Judge and Juvenile Probation Office.

IX DRUG TREATMENT COURT (DTC) IF APPLICABLE

All juveniles placed in the joint custody of the C.A.R.E. Program and DTC will be responsible for abiding by all rules set forth by the C.A.R.E. Program as well as DTC. No curfew extensions will be approved by C.A.R.E. If a curfew extension is approved by your DTC Officer (for level four), it is your responsibility to have your DTC Officer contact C.A.R.E. once the approval has been granted. Outings must be taken in compliance with your DTC curfew.

X. CONTRACT CONDITIONS

At the discretion of a Juvenile Service Officer other conditions may be added to this contract. I also acknowledge that the Juvenile Court and other agencies will be kept updated of my progress or lack of progress while on the C.A.R.E. Program. I further acknowledge that the Courts and other agencies may utilize this information at a subsequent court hearing.

The juvenile must be responsible in their actions and be accountable for their whereabouts in able to progress through the program. If a juvenile is questioned on their whereabouts for any given time, that juvenile will be responsible for getting the necessary documentation to verify their presence. In absence of this, a phone call from a verifying party will be acceptable. C.A.R.E. WILL NOT attempt to verify this information, as the juvenile will be responsible to do so. Consequences may be issued in duration until the whereabouts have been verified. If a juvenile has obtained permission for special circumstances by a Juvenile Service Officer, that juvenile must be able to provide the Juvenile Service Officer's name when asked for verification purposes.

Juvenile's Signature

Date

Parent/Guardian's Signature

Date

Parent/Guardian's Signature

Date

Juvenile Service Officer

Date

